



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Columbia, County of and Columbia County Deputy Sheriffs Benevolent Association (2002)**

Employer Name: **Columbia, County of**

Union: **Columbia County Deputy Sheriffs Benevolent Association**

Local:

Effective Date: **01/01/02**

Expiration Date: **12/31/04**

PERB ID Number: **7000**

Unit Size: **45**

Number of Pages: **52**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

Scanned 6/3/04

4/30/02

DEP
7000

LABOR CONTRACT

Between

County of Columbia

and the

Columbia County Deputy Sheriff's Benevolent Association, Inc.

January 1, 2002 – December 31, 2004

RECEIVED

APR 14 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

H5 Unit Members

TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE I	RECOGNITION AND DUES DEDUCTION 1
Section 1	Recognition 1
Section 2	Payroll Deductions 1
ARTICLE II	COMPENSATION..... 2
Section 1	Titles.. 2
Section 2	Rules for Administration of the Salary Plan 3
Section 3	Pay Period..... 4
Section 4	Premium Pay 5
Section 5	Mileage Reimbursement 6
Section 6	Longevity 6
Section 7	Preshift Briefing 6
Section 8	Canine Officer..... 7
Section 9	On-Call Pay... 7
Section 10	Court Security Officers 7
Section 11 7
ARTICLE III	BIDDING OF SHIFTS..... 9
ARTICLE IV	WORK DAY, WORK WEEK 10
Section 1	Normal Work Day/Week Permanent Shifts 11
ARTICLE V	HOLIDAYS WITH PAY 11
Section 1	Holidays with Pay..... 11
ARTICLE VI	VACATION WITH PAY..... 13
Section 1	Vacation Schedule and Rules..... 13
Section 2	Vacation Rules and Procedure 15
Section 3	Separation From Service or Death of Employee..... 17
ARTICLE VII	LEAVES..... 18
Section 1	Sick Leave 18
Section 2	Personal Leave 21
Section 3	Bereavement Leave 22
ARTICLE VII I	HEALTH INSURANCE AND PENSION 23
Section 1	Hospitalization 23
Section 2	Vision Care 24
Section 3	Pension 24
Section 4	Dental Plan 25

ARTICLE IX	GRIEVANCE PROCEDURE	25
Section 1	Purpose	25
Section 2	Definitions	25
Section 3	Submission of Grievance	26
Section 4	Grievance Procedure	26
Section 5	Arbitration	27
ARTICLE X	RECIPROCAL RIGHTS	28
Section 1	Representative	28
Section 2	Non-Discriminatory	29
Section 3	Bulletin Board Rights	29
Section 4	Free Time for	29
Section 5	Association Business	30
Section 6	Copies of Contract.....	30
Section 7	Employee Rights and Interrogation.....	30
Section 8	Physical Examination.....	33
Section 9	Outside Employment.....	33
Section 10	Joint Safety Committee	33
Section 10(a)	Labor Management Committee.....	34
Section 11	Physical Fitness	34
Section 12	Committeemen	34
ARTICLE XI	WORK CONDITIONS	34
Section 1	Reduction in Force	34
Section 2	Uniforms.....	35
Section 3	Patrol Vehicle	35
Section 4	Patrol Cars	35
Section 5	Overtime Assignments	36
Section 6	Meal Allowance	37
Section 7	Criminal Investigators	37
Section 8	Definition of Full Time Employee	38
Section 9	SERT Team	38
ARTICLE XII	EMPLOYEE DISCIPLINE	38
ARTICLE XIII	SPECIAL DETAILS	39
Section 1	39
Section 2	Boat Patrol.....	39
Section 3	School Functions	40
Section 4	Enhanced Enforcement Patrols	40
Section 5	40
ARTICLE XIV	COMPATIBILITY WITH LAW.....	40

4/30/02

Section 1	Prohibition Against Strikes	40
Section 2	Indemnification	40
Section 3	Separability	41
Section 4	Notice as Provided by Law.....	41
ARTICLE XV	EMPLOYER'S RIGHTS	42
EFFECTIVE DATE OF AGREEMENT.....		42
APPENDIX "A"	SALARY SCHEDULES	
APPENDIX "B"	UNIFORMS	
APPENDIX "C"	JOB EVALUATION FORM	
APPENDIX "D"	GENERAL MUNICIPAL LAW §207-c POLICY AND PROCEDURE	

4/30/02

D. Continuation

Deductions authorized by any employee shall continue as so authorized unless and until such employees notify the Employer of their desire to discontinue or to change such authorization in writing. Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the Employer in triplicate. One copy shall be forwarded to the Treasurer of the CCDSBA by the Employer and one copy shall be retained by the Employer.

E. Responsibility for Deducted Monies

The CCDSBA assumes responsibility for the disposition of such funds so deducted once they are turned over to the CCDSBA.

ARTICLE II
COMPENSATION

SECTION 1 -- Titles

A list of titles and the respective salary grades for each title shall be annexed as Appendix "A". Appendix "A" reflects and incorporates the negotiated increases for the years covered under this AGREEMENT as follows:

- A. Effective and retroactive to January 1, 2002, the salaries of bargaining unit members shall be as set forth in the Salary Schedule attached hereto as Appendix "A."
- B. Effective January 1, 2003, the base salaries of all bargaining unit members shall be increased by three percent (3%) as set forth in Appendix "A."
- C. Effective January 1, 2004, the base salaries of all bargaining unit members shall be increased by three percent (3%) as set forth in Appendix "A."

There shall be the following rank differential:

4/30/02

1. Sergeants shall receive a salary differential of 11% above Deputy Sheriff.
2. Investigators shall receive a salary differential of 16% above Deputy Sheriff.
3. Senior investigators shall receive a salary differential of 18½% above Deputy Sheriff.

Pre-shift briefing pay shall not be included in base salary for the purposes of calculating rank differential.

SECTION 2 -- Rules for Administration of the Salary Plan

A. New Employees

New employees permanently appointed to a position shall serve a probationary period the first six (6) months of employment. An employee must stay employed by the County for a minimum of one (1) year from the date such employee's training ends, or the employee must reimburse the County for the cost of training.

B. Temporary or Provisional Employees

An employee who has been continuously employed on a temporary or provisional basis shall, upon receiving permanent appointment to the same position, be credited with the length of time he has served in that position on a provisional or temporary basis in determining the salary of his permanent position and his Anniversary date.

C. Transfer or Reassignment

a. Upon permanent transfer or reassignment to a higher position, there shall be no immediate change in the annual salary of an employee unless his salary at the time of such transfer or reassignment is below the salary grade to which the new position is allocated. Should an employee be reassigned or transferred to a position title which is allocated to a salary grade having a higher

4/30/02

salary than the grade from which he was reassigned, such transfer or reassignment shall be considered a promotion and the legal provisions governing promotions shall apply.

b. Upon permanent transfer or reassignment to a lower position, there shall be an immediate reduction in an employee's salary to the applicable rate of the lower position.

D. Temporary Assignment to a Position Allocated to a Higher Salary Grade

If an employee temporarily assigned (Duration of two (2) or more weeks) to a position allocated to a higher salary grade, the salary shall be raised to the level of such higher grade commencing with the first (1st) working day of the third (3rd) week. Upon reassignment to his original position, he shall return to his original salary level.

E. Reinstatements

An employee hired after January 1, 1976, who is reinstated to a position which is allocated to a specific salary grade shall be paid the then current salary for the position to which he is reinstated, provided he has satisfied the first six (6) months trial period required at the "Hiring Rate".

F. Job Preference

Promotions to positions in the bargaining unit shall be in accordance with the provisions of the Civil Service Law.

SECTION 3 -- Pay Period

The pay period shall be interpreted as consisting of ten (10) working days or two (2) calendar weeks, whichever is longer.

4/30/02

SECTION 4 -- Premium Pay

A. Shift Differential

Effective January 1, 2002, the shift differential shall be as follows:

A Line \$.75/hour

C Line \$.70/hour

Effective January 1, 2003,

A Line \$1.00/hour

C Line \$.85/hour

Effective January 1, 2004,

A Line \$1.10/hour

C Line \$.95/hour

B. Overtime Pay

a. Members of the bargaining unit whose briefing pay was converted into base salary shall be compensated for authorized work performed in excess of 41.25 hours per week. Employees who are not required to line up shall be compensated for all authorized work in excess of 40 hours per week. Such overtime compensation shall be in the form of time and one-half cash payment based on the number of overtime hours worked. This paragraph applies to all overtime assignments for whatever reason made.

C. Call in Time

If an employee is called in by the Employer on an emergency call in basis or for court appearances, the Employer shall provide a minimum guarantee of three (3) hours cash payment at "time and one-half". For work performed in excess of three (3) hours the overtime provisions of this

4/30/02

AGREEMENT will prevail, i.e., cash payment at time and one-half. Call in time shall be deemed to be those occurrences where employees are directed to return to work.

D. There will be two (2) mandatory meetings per year for all personnel for which all employees not on duty will be paid overtime as set forth above. Only exception to attendance will be if employee is on vacation, personal leave, or sick leave. The meetings will not exceed 3 hours and the personnel will be given 15 days notification.

SECTION 5 -- Mileage Reimbursement

Effective January 1, 1988, employees authorized to use their personal cars to conduct Sheriff's business shall be reimbursed at the rate of \$.22.5 cents per mile.

SECTION 6 -- Longevity

(a) Longevity shall be earned effective on the employee's seniority date, (date of hire) and shall not be added to the employee's base salary for any other reason other than overtime and retirement as provided by law. The longevity shall be paid on December 1st of each year of the contract.

<u>Service</u>	<u>Amount</u>
2-4 years	\$ 600.00
5-9 years	\$1,000.00
10-14 years	\$1,500.00
15+	\$3,500.00

SECTION 7 -- Preshift Briefing

Deputies, Sergeants and Communications Officers shall be required to report to work 10 minutes prior to their assigned shift and shall receive 10 minutes line-up pay at time and one-half, which line-up pay shall be converted into base salary and paid at the rate of five hours per month.

4/30/02

Such pre-shift pay shall not be included in the base for the purposes of establishing rank differentials per Article II, Section 1(e).

SECTION 8 -- Canine Officer

Effective January 1, 1994, Canine Officers who are assigned and in possession of a dog shall receive \$2,400.00 per year. This payment shall be deemed in compliance with the provisions of the Fair Labor Standards Act and shall be paid quarterly.

SECTION 9 -- On-Call Pay

Investigators and Sr. Investigators shall receive 12 hours per month straight time pay for being on-call. There will be a maximum of two weeks scheduled on-call per month, unless by specific agreement between the Sheriff and the employee, with notification to the Union.

SECTION 10 -- Court Security Officers

Columbia County Court detail will be manned with full-time law enforcement personnel. Court detail at present time has one full-time county appointed court security officer who will receive all benefits contained in this Collective Bargaining Agreement. Upon that position becoming vacant due to retirement of present court security officer, the position will become a law enforcement position.

SECTION 11

A-Line employees shall receive their paychecks no later than the start of their shift so long as there are no legitimate issues with the Payroll Department.

4/30/02

yearly bidding process but retain all rights to participate in the vacancy or new opening bidding procedure.

G. If, at any time, it becomes necessary to make personnel shift changes for the betterment or well being of the Department (i.e., personality conflicts, training issues, etc.) the following rules will be followed:

1. The foregoing shift assignments are subject to temporary change at the discretion of the Sheriff in the event such change is required by special or unusual circumstances. This temporary change will not be used as discipline.

2. Said change is not to be used to avoid compliance with the bidding process.

3. Said change will not exclude the party's right to participate in the yearly bidding process or to bid on shift or job openings.

H. The Sheriff may assign new personnel, who are assigned to the Field Training program, to any shift for the duration of the training period. Upon completion of said training, a permanent shift assignment will be made in accordance with the Bidding and Posting Process.

I. At anytime during the calendar year, any employee may request, in writing, a shift or assignment change. After the required thirty (30) day posting period, if no employee bids upon this change request, the request is required to be denied and withdrawn.

ARTICLE IV **WORK DAY, WORK WEEK**

Section 1 -- NORMAL WORK DAY/WEEK PERMANENT SHIFTS

A. The Road Patrol and Communications Officers shall work on "A", "B" and "C" three shift schedule. The "A" shift being 11:00 pm to 7:00 am, the "B" shift being 7:00 am to 3:00 pm,

ARTICLE VI
VACATION WITH PAY

SECTION I -- Vacation Schedule and Rules

A. Vacation Schedule

Subject to the limitations set forth herein, County employees shall be entitled to accrue vacation with pay in accordance with the following schedule:

EFFECTIVE JANUARY 1, 2002

<u>Length of Employment Based on Anniversary Date</u>	<u>Vacation Days Per Month</u>	<u>Y'ly. Eq.</u>
Anniversary Date thru completion of 4th yr. of service	1 day	12

<u>Length of Employment Based on Anniversary Date</u>	<u>Vacation Days Per Month</u>	<u>Y'ly. Eq.</u>
Begin. of 5th yr. thru completion of 9th year of service	1.25 days per month	15
Begin. of 10th yr. thru completion of 14th year of service	1.583 days per month	19
Begin. of 15th yr. thru completion of 20th year	1.833 days per month	22
Begin. of 21st yr. and thereafter	2.0 days per month	24

EFFECTIVE JANUARY 1, 2003

4/30/02

After 1 year of service	.83 days per month	10 days
After 2 years of service	1.08 days per month	13 days
After 5 years of service	1.50 days per month	18 days
After 10 years of service	1.92 days per month	23 days

EFFECTIVE JANUARY 1, 2004

After 1 years of service	.83 days per month	10 days
After 2 years of service	1.25 days per month	15 days
After 5 years of service	1.66 days per month	20 days
After 10 years of service	2.08 days per month	25 days

B. Vacation Eligibility

Employees shall earn and use vacation as follows. During the first year of employment, the employee shall accrue, but shall not be eligible to use vacation. Beginning on the employee's first seniority date (date of hire) (beginning the second year of employment), the employee may use vacation accrued in the previous year. During the second year of employment, and in subsequent years, employee shall continue to accrue vacation as set forth in the vacation schedule. An employee shall not be entitled to use accrued vacation until the employee's seniority date following the year of accrual.

4/30/02

C. Anniversary Date.

Employees shall have as their anniversary date, their actual seniority date which shall be their date of hire with the Sheriff's Department.

The terms "anniversary date" and "seniority date" as used in this contract shall have the same meaning and shall be the employee's date of hire.

SECTION 2 -- Vacation Rules and Procedure

a. Period of Employment

The period of employment referred to based on Anniversary Date above shall be a period of continuous service in County Sheriff's Department except where otherwise provided or mandated by statute or by this Agreement.

A "day" of vacation shall be a working day, i.e., one on which the employee would be engaged in the regular duties of his employment, were it not for the vacation.

An unpaid leave of absence shall not be credited towards continuous employment for credit towards length of employment on the vacation schedule.

An employee shall be credited with all benefit accumulations only while actually carried on a regular County payroll, either for partial or full pay.

b. Vacation Scheduling

Employees will have the right to request specific periods of vacation time which will be granted unless the work load demands of the employee's department prevent his being absent. In this latter case, vacation shall be scheduled at another time mutually agreed upon by the employee and the department head, consistent with the rules and procedures established herein.

- a. Prior to April 1, each employee shall submit vacation requests to the Sheriff. Such

4/30/02

requests shall be in blocks of five vacation days and in multiples of five. Vacation time will then be assigned on the basis of seniority, except that each employee shall be entitled to at least five consecutive vacation days in the months of June, July, or August where administratively possible. Failure of an employee to state a preference by April 1, shall result in loss of seniority preference in vacation scheduling for that year only.

Each step is entitled to two vacation days per year as "floating vacation days". Such days can only be used with at least five (5) days written notice to the Sheriff. The vacation day may be denied by the Sheriff where the needs of the Department make it necessary for him to do so. The vacation day shall not be unreasonably denied. Overtime alone shall not be a reason for denial.

Additional vacation days not scheduled in the above manner shall be taken on a day-by-day basis as approved by the Sheriff. However, any unused vacation time not taken by November 15 must be scheduled and approved by that date.

b. Three men will be allowed vacation per shift, (Two from the Road Patrol, and One from Communications).

c. In the event that an extra week is found to be open, it shall be filled by seniority as prescribed above.

c. Vacation Carry Over

January 1st shall be the vacation carry over status date for all employees. Employees may carry over a maximum of five days vacation only if a written request is submitted to the Sheriff by December 1st.

d. Mandatory Vacation Use

Beginning January 1st, 1985, employees must use during each calendar year, vacation days

E. Accumulated Sick Leave

The twelve (12) working days a year to be allowed an employee for sick leave with pay may be accumulated at the rate of one (1) day a month until a total of 200 days is reached, and may be kept to the employees credit for future sick leave with pay.

F. Accumulated Sick Leave Restriction

Upon becoming sick or disabled, an employee will be granted sick leave with pay to the extent of the unused sick leave time which he has accumulated.

G. Extended Sick Leave

The Employer may, in his direction, grant sick leave at half pay for personal illness to a permanent employee having not less than one (1) year of service after all of his sick leave and vacation credits have been used; provided, however, that the cumulative total of all sick leave at half pay hereafter granted to any employee during the service with the Employer shall not exceed one pay period for each complete year of his service with the Employer.

H. Sick Leave as Continuous Service

Allowable and allowed sick leave time shall be considered for all purposes as continuing service, but in the event of resignation or discharge of any employee, his accumulated and unused sick leave time shall be canceled and not paid for.

I. Sick Leave in Case of Quarantine

Any employee isolated or quarantined because of exposure to a communicable disease other than in the line of duty, shall for the purpose of this regulation be considered absent because of sickness and shall be granted sick leave with pay during such isolation or quarantine to the extent of his accumulated and unused sick leave time.

J. Injury on Duty

An employee other than a Deputy Sheriff who is injured on the job and receives benefits under Worker's Compensation shall receive his regular pay for the term of the Worker's Compensation waiting period without deduction from sick leave. Thereafter, the County will pay the employee the difference between the Worker's Compensation daily payment and the employee's regular daily salary without deduction from the employee's sick leave, up to a maximum of thirty (30) working days. Beyond thirty (30) working days the employee may use any accrued sick leave if he so desires in the regular manner.

K. Doctor's Certificate and Examination

The Employer may require a physician's certificate for any absence of more than one day, a Doctor's Certificate will be required after an absence of three (3) days. Where the disability is of long duration, a physician's certificate will be required for each thirty days of continuous absence. In any case, the Employer may require the examination by a physician of the Employer's own choosing. In the event that a physical examination is required because of alleged illness, the Employer shall bear the expense thereof.

L. Retirement Insurance

When an employee officially retires from the Sheriff's Department under the rules of the NYS Employee's Retirement System the employee's unused sick leave shall be converted to a cash equivalent to be used by the County for payment of the retiree's health insurance premiums. Effective 1/1/99, the cash equivalent shall be computed at the rate of \$70.00 per unused sick leave day. The rate shall increase to \$75.00 per unused sick leave day effective 1/1/00.

M. Retiree Health Insurance

For all eligible employees hired prior to July 21, 1995, the County shall pay an amount equal to fifty percent (50%) of the cost of health insurance for eligible retired employees of the CCDSBA as required by the New York State Employee's Retirement System. In addition, the County shall pay an amount equal to fifty percent (50%) of the cost of health insurance for dependents of eligible retired employees of the CCDSBA. The County shall pay an amount equal to seventy-five percent (75%) of the cost of health insurance for eligible retired employees and their dependents who retire after 20 or 25 years depending on their retirement program option.

For employees hired after, on or after July 21, 1995, the County shall pay the full cost of individual coverage. Any accumulated sick leave will be converted at the full rate of pay at the time of retirement to pay for family coverage under the County Health Insurance Plan. When the converted money is exhausted, the retired member may, at his/her own expense, continue to participate in the family plan of the County Health Insurance plans.

Those employees hired after July 21, 1995 who have individual health insurance at the time of retirement will be able to cash in up to twenty five percent (25%) of the total accumulated sick leave at the full rate of pay at the time of retirement.

SECTION 2 -- Personal Leave

A. Definition

Personal Leave is leave with pay granted for the purpose of religious observance or compelling personal business which cannot be conducted at other than during working hours. Except in emergency situations, application must be made to the Employer at least twenty-four (24) hours in advance of the date for such leave.

B. Eligibility

Employees with at least six (6) months of service shall be eligible for personal leave.

C. Amount of Leave

Four (4) days per calendar year. Unused personal leave shall be credited to the employee's accumulated sick leave at the end of each calendar year.

SECTION 3 -- Bereavement Leave

A. Definition

Bereavement leave is leave with pay granted to an employee for each death in the immediate family.

B. Immediate Family

Four (4) days shall be granted for the death of husband, wife, son, daughter, brother, sister, mother, and father.

Three (3) days shall be granted for a death in the immediate family which shall include grandparent, grandchild, father-in-law, mother-in-law, step father, step mother, step child, or any other relative residing in the employee's household.

One (1) day of bereavement leave shall be granted for the death of an aunt or uncle, brother-in-law or sister-in-law of the employee or the employee's spouse.

ARTICLE VIII
HEALTH INSURANCE AND PENSION

SECTION 1 -- Hospitalization

A. Columbia County Health Insurance Plan

All employees in the bargaining unit shall be eligible
for coverage under any of the health insurance plans
offered by the County.

Employees shall be ineligible for health insurance, dental insurance or vision insurance during their first six months of employment. If possible, employees shall have the option of purchasing County health insurance offered solely at the employees cost during the first six months of employment.

B. Cost of Plan

The employer shall provide and pay for the total cost of the premium for the employees, and seventy-five (75%) percent of the premium for dependent coverage.

C. Health Insurance Buy Out

Employees who are covered by health insurance from another source may elect not to receive health insurance from the County. Such employees must make such election in November for the following year. The election shall be for the entire year, except if the employee becomes ineligible for health insurance from the other source, at which time the employee may re-enroll in a County health insurance plan and receive a prorated buy out. Employees who make such election shall be paid \$1,500.00 in the first pay-period in December of the year in which the election pertains.

Where both spouses work for the County the following shall apply. When one employee has enrolled in a family plan and the spouse is enrolled in an individual plan, the spouse who is receiving

4/30/02

the individual coverage, may elect not to receive health insurance and obtain the \$900.00 buy out. When the employee and the spouse are both receiving individual health insurance plans, neither the spouse nor the employee is eligible for the buy out.

SECTION 2 -- Vision Care

The County will provide the GHI Fashion Vision Plan. Employees who elect dependent coverage, shall pay 100% of the cost of the dependent coverage.

SECTION 3 -- Pension

A. New York State Retirement Plan

The County shall continue to participate in the NEW YORK STATE EMPLOYEE'S RETIREMENT SYSTEM with all the rights and benefits presently provided by the Retirement and Social Security Law. (Section 89-A or 75-G whichever is applicable). The County shall offer all members of the bargaining unit, with the exception of Communication Officers, the option of electing the special 20 year retirement plan with the additional 1/60th of final average salary option for service in excess of 20 years, which shall take effect January 1, 1997.

The County shall pass a home rule message requesting that the State Legislature enact a special 25 year retirement plan with the additional 1/60th of final average salary option for service in excess of 25 years for Communication Officers of the unit and shall utilize their best efforts to secure passage of said Legislation and shall offer same to the Communication Officers.

B. Cost of Plan

The total cost of plan shall be borne by the employer, except as the employee is required to contribute by law.

4/30/02

SECTION 4 -- Dental Plan

A. GHI Dental Plan

The County will provide the GHI Preferred Dental Plan. All employees shall be eligible for membership in the current GHI Dental Plan.

B. Cost of Plan

The County will pay the cost of the premium for individual coverage. Employees who elect dependent coverage shall pay 100% of the cost of the dependent coverage (difference between dependant coverage and individual coverage).

ARTICLE IX **GRIEVANCE PROCEDURE**

SECTION 1 -- Purpose

It is the intent of the Employer and the Association that all grievances be resolved informally or at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in later grievance proceedings.

SECTION 2 -- Definitions

A. A "Grievance" is any alleged violation of this AGREEMENT or any dispute with respect to its meaning or application.

B. An "Employee" is any person in the unit covered by this AGREEMENT.

C. An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted, the Association and, (when it submits a grievance) the Employer.

4/30/02

- D. A "day" as used here shall be deemed to mean a work day.

SECTION 3 -- Submission of Grievance

A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

B. Each grievance shall be submitted in writing on a form approved by the Employer and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when, and the place where the alleged events or conditions constituted the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

C. A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew of or should have known of the events or conditions on which it is based.

a. An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the immediate supervisor.

b. The Association may submit any class grievance. The grievance shall be submitted to the Employer.

c. The Employer shall present grievances to the President of the Association Chapter.

SECTION 4 -- Grievance Procedure

A. The immediate supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response, or if no response is received within seven (7) days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the

4/30/02

Sheriff or his designee no later than seven (7) days thereafter.

B. The Sheriff or his designee shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than ten (10) days after it is received by him. If the aggrieved party is not satisfied with the response, or if no response is received within the ten (10) days period, the aggrieved party may submit a copy of the grievance to the Chairman of the Board of Supervisors no later than seven (7) days thereafter.

C. The Chairman of the Board of Supervisors or his designee shall, within ten (10) days after receipt of the grievance, provide the aggrieved party with a statement of the County's position on the matter.

D. Within ten (10) days after receiving a grievance from the Employer, the Association shall deliver to the Chairman of the Board of Supervisors and Sheriff, a detailed statement of its position with respect to the grievance.

E. In the event the Association or the Employer is not satisfied with the statement of the other with respect to the grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Chairman of the Board of Supervisors or the President of the Association Chapter.

SECTION 5 -- Arbitration

A. Upon receipt of the names of the proposed arbitrators, a designee of the Employer and the Association shall strike names from the list until one ultimately is designated as the arbitrator. A coin flip shall determine the party who begins striking such names.

B. The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted and be binding on both parties. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this AGREEMENT. The arbitrator shall have no power to alter, add to or detract from the provisions of this AGREEMENT.

C. The cost for the services of the arbitrator will be borne equally by the Employer and the Association.

D. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise might be available in resolving disputes covered under this AGREEMENT.

ARTICLE X **RECIPROCAL RIGHTS**

SECTION 1 -- Representative Rights

The Employer recognizes the right of the employees to designate representatives of CCDSBA to appeal on their behalf, to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract and to visit employees during working hours for the foregoing purposes. Such visits shall be with the prior approval of the Sheriff or his designee. Such employee representatives shall also be permitted to appear at public hearings before the Board of Supervisors upon the request of the employees.

SECTION 2 -- Non-Discriminatory Clause

The Employer and the CCDSBA shall so administer their obligations under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, membership or non-membership in the Association.

SECTION 3 -- Bulletin Board Rights

The CCDSBA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer subject to the approval of the contents of such notice and communications by the Employer. The Officers and Agents of CCDSBA shall have the right to visit employee's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract.

SECTION 4 -- Free Time for Grievance

A. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations. It shall be understood that these obligations have as their purpose the maintenance of harmonious and cooperative relations between the employer and the employee and the uninterrupted operation of government subject to the approval of the Sheriff or his designee in his absence.

B. At the beginning of each calendar year the CCDSBA shall submit to the Sheriff a listing of those employees aforementioned.

SECTION 5 -- Association Business

There shall be an aggregate total of twenty-two (22) days of leave per year to be distributed among bargaining unit members, at the discretion of the Association (with the approval of the Sheriff) to attend Union Business, i.e. Convention, or other meetings of law enforcement employees.

Additionally, the members shall receive three (3) days leave per year, to be distributed, that are to be utilized by Union members strictly for community service events.

SECTION 6 -- Copies of Contract

The Employer shall supply a copy of this AGREEMENT to each employee.

SECTION 7 -- Employee Rights and Interrogation.

The following rules are hereby adopted for the questioning of members of the Union for the purposes of internal administrative investigations:

a. The interrogation of a member of the Sheriff's Department shall be at a reasonable hour, preferably when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise.

b. The interrogation shall take place at a location designated by the Sheriff - ordinarily at Sheriff's office or a location having a reasonable relationship to the incident alleged.

c. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the Department is being interrogated as a witness only, he should be so informed at the initial contact.

d. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are

4/30/02

reasonably necessary.

e. All members of the Department shall be obligated to answer any questions put to them which are specifically, directly and narrowly related to their employment, provided all of their constitutional, legal and contractual rights are protected.

f. The member of the Department shall not be subjected to the use of offensive language by the investigating officer, nor shall he/she be threatened with transfer or disciplinary action unless he/she refuses to answer proper questions. The foregoing prohibition against threats shall not be construed to prohibit the investigating officer from advising the member of the character of the discipline the Department intends to impose, nor from advising the member that if he/she refuses to answer proper questions, as above, he/she may be subject to additional charges.

g. This will not preclude the Sheriff's authority to suspend in accordance with the collective bargaining agreement.

h. If a member of the Department is under arrest or is likely to be or, if he/she is the suspect in or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court and the New York State Court of Appeals.

i. No complaints or reports shall be entered in a member's file unless he/she is supplied with a copy of it.

j. If a hearing is held on any complaint or report against a member, and if the charges are dismissed as a result of such hearing, the documents concerning such complaint or report shall be removed from the member's file.

k. If, as a result of departmental action, a member should receive official documented warnings, admonishments or other disciplinary action that may be detrimental to the member, that

4/30/02

member shall be afforded the opportunity of responding in writing to such charges and such response shall be made part of the member's file. The foregoing shall not preclude the employee from exercising any and all rights that the employee has to challenge the discipline pursuant to the disciplinary procedure set forth in this Agreement.

I. In the event the Employer seeks to interview a member regarding a matter which may result in disciplinary penalty of suspension or termination, the member shall be afforded the opportunity, should he so request, to consult with his Association representative before being questioned. Under said circumstances, the Association representative may be present during the interview of the member. In all circumstances, the member is entitled to all rights secured by the New York State and the United States Constitution and by law.

SECTION 8 -- Physical Examination

Each bargaining unit member shall receive a general physical examination each year as scheduled by the Department, by a doctor designated by the Department, and a comprehensive physical examination every third year including but not limited to - Height, Weight, Full blood workups, EKG, X-rays, Stress Test, Respiratory and Circulation, and Hernias. One third of the Bargaining Unit shall receive the comprehensive physical examination each year. The Sheriff shall retain the right to take any actions necessary, discipline or otherwise if an employee other than entry level does not pass the physical examination based upon the advice of the physician. All Deputy Sheriff's on the payroll at the effective date of this Agreement will have age taken into consideration as a factor of the Physical Examination.

During the term of this contract, each bargaining unit member shall receive a comprehensive physical exam, including but not limited to height, weight, full blood workups, EKG, x-rays, stress

SECTION 2 -- Uniforms

A. Initial Issue

Initial issue of uniforms will be furnished to employees by the Employer. A list of clothing provided under this uniform first issue clause is attached as Appendix B.

B. Uniform Replacement and Cleaning Allowance

There will be one-half the Uniform Allowance for the first year of service.

Deputy Sheriffs - Road Patrol, Communications Officers, and Criminal Investigators shall receive an allowance for replacement and cleaning of uniforms as follows:

(i) Road Patrol and Criminal Investigators shall be capped at \$1,000.00 per year for the term of this contract.

(ii) Communications Officers shall receive \$750.00 uniform allowance per year.

All allowances shall be paid quarterly - on the 1st of April, 1st of July, 1st of October, and on the 1st of January. Upon completion of three (3) months work.

SECTION 3 -- Patrol Vehicle

A. Under all circumstances the (A) shift shall have two men in each patrol vehicle with the exception of Supervisory Personnel and K-9 patrols who can ride alone, and the (B) and (C) shifts shall have one man in each patrol vehicle. However, the (C) shift shall use either two patrol vehicles with one man each or one vehicle with two men.

B. Additionally, B shift, Saturday, Sunday and Holidays will have 2 vehicles out.

SECTION 4 -- Patrol Cars

A. Future bid specifications for Patrol Cars shall include additional requirements for air conditioning and split bench seats, except for the K-9 cars and investigators vehicles.

B. Shotguns shall be available in each patrol car on the condition that employees follow a cleaning schedule the same to be determined by the Sheriff through Departmental procedures.

SECTION 5 -- Overtime Assignments

A. Only full time scheduled 40 hour per week Road Deputies will be utilized to work in place of personnel certified as Road Deputies who are on sick time, personal time, or vacation time. With the exception of more than two employees off on vacation per shift, 1 Part-time Deputy can be used.

B. Overtime shall first be offered to full-time personnel. Only if no full-time personnel are willing to accept such offer may the Sheriff offer overtime to part-timers with the exception of emergencies.

C. Overtime shall first be assigned to off-duty personnel on a rotation basis, said rotation beginning with the most senior employees. If no off-duty personnel are willing to accept such offer, overtime shall then be assigned to on-duty personnel on a rotation basis, said rotation beginning with the most senior employees.

D. Except as otherwise specifically provided herein, Road Patrol Deputies will be utilized to fill in for any absence/use of leave for full-time personnel at DSS, DMV and the Court House as long as minimum staffing levels are met. At no time will more than one (1) Road Patrol Deputy be reassigned to any of these details and no Road Patrol Deputy will be assigned unless there are two (2) Deputies on Road Patrol. If minimum staffing has not been met, a part-time Deputy will be called to fill the vacancy. If no part-time Deputies are available to fill the vacancy, overtime must be offered to full-time personnel.

E. Once minimum staffing is met and there is a full-time Road Deputy assigned to the

Communications Division, that Road Deputy may be replaced with a part-time Deputy, qualified in Communications and that full-time Road Deputy may be reassigned where most needed. No more than one (1) part-time Deputy will be assigned to the Communications Division at a time.

SECTION 6 -- Meal Allowance

The employer shall provide a meal allowance of Six Dollars (\$6.00) to employees working three (3) hours overtime immediately following or preceding a shift. Persons working a full shift overtime will not be paid a meal allowance.

SECTION 7 -- Criminal Investigators

A. Investigators shall work from Monday through Friday, 9:00 a.m. to 5:00 p.m. The on-call investigator shall work 1:00 p.m. to 9:00 p.m.

B. Investigators who are required to be on call for a planned and designated period of time shall receive compensation at the rate of twelve hours straight time each month. See Article II, Section 9. Eight (8) hours of straight time shall be earned for each holiday falling within the on-call period. Under no circumstances shall the above time be used in the computation of overtime pay or eligibility for overtime pay.

C. Investigators required to work any hours in excess of their normal eight-hour workday will be compensated at the rate of time and one-half their regular rate of pay for any hours worked in excess of their normal eight-hour workday.

D. Criminal Investigators will have a car assigned to them for official duty.

SECTION 8 -- Definition of Full Time Employee

Pursuant to the local Civil Service Commission Rule employment in the Sheriff's Department shall be considered full-time when a person works over 50% of the time allotted for a regular week in said department.

If the local Civil Service Rule is amended this provision will change in accordance with the said amended rule.

SECTION 9 – SERT TEAM

The SERT Team shall be guaranteed one (1) training day per month, if necessary. The Sheriff and the SERT Team Leader will, mutually determine whether training is necessary, and when it will occur.

ARTICLE XII
EMPLOYEE DISCIPLINE

(a) Employees in the bargaining unit who have attained permanent status, shall not be discharged or otherwise disciplined except as provided herein.

(b) Prior to taking formal disciplinary action, the employee shall be notified by the Sheriff that discipline is contemplated. A meeting will be held between the Sheriff or designee and the employee to discuss and attempt to resolve the discipline.

(c) If the matter cannot be resolved and if the Sheriff elects to proceed with formal discipline, a Notice of Discipline shall be served upon the employee, which shall specify the acts for which discipline is being imposed, and the penalty.

(d) If the employee disagrees with the imposition of discipline and/or the penalty, the employee or Union may submit a demand for arbitration as provided in Article IX, Section 5 of the

collective bargaining agreement. The grievance must be submitted within fourteen (14) calendar days of receipt of the Notice of Discipline. Failure to submit the grievance within the required fourteen (14) calendar days will constitute an acceptance of the imposed discipline and penalty and the matter will be deemed settled in its entirety.

(e) Nothing contained herein shall prevent the Sheriff from suspending an employee prior to the service of the Notice of Discipline and the imposition of the disciplinary penalty provided that the Notice of Discipline is served within five (5) working days of such suspension.

ARTICLE XIII

SPECIAL DETAILS

SECTION 1

A special detail is any detail posted by the Sheriff, which an eligible employee may elect to work voluntarily at his regular hourly rate. Such details, however, shall not include boat patrol, school functions, court details or enhanced enforcement patrols, which are defined herein. Posted special details will be offered to full-time eligible employees. If no full-time employees volunteer to work, the special detail may be offered to part-time employees.

SECTION 2 -- Boat Patrol

A. Boat Patrol will consist of one full-time Deputy Sheriff and one part-time Deputy Sheriff. (The Sheriff may use two full-time employees in the event that part-time employees are not available or, in the event that full-time employees are not available, then he may use two part-time employees.)

B. Any full-time Deputy Sheriff receiving and accepting the offer of the boat detail shall commit to forty (40) hours of boat detail over the summer, which detail shall not include training.

4/30/02

SECTION 3 -- School Functions

School functions shall be paid at the rate to be negotiated by the Sheriff.

SECTION 4 -- Enhanced Enforcement Patrols

Assignments shall be first offered to full-time Deputy Sheriffs who shall be paid at their regular hourly rate. If an assignment is not taken by a full-time Deputy Sheriff, part-time deputies may be used.

SECTION 5

If a Deputy Sheriff signs up for a special detail and does not show up, or, at the last minute, crosses his/her name off the list, without a reasonable explanation, the Sheriff shall have the right to remove the employee's name off the special detail list. The length of time that the name shall be removed from the special detail list shall be at the discretion of the Sheriff.

ARTICLE XIV

COMPATIBILITY WITH LAW

SECTION 1 -- Prohibition Against Strikes

The parties recognize that strikes and other forms of work stoppages by County employees are contrary to law and County policy. The CCDSBA and the Employer subscribe to the principle that differences should be resolved by peaceful and approved means without interruption of County affairs. CCDSBA affirms that it does not assert the right to strike against the Employer or to assist or participate in any such strike or to impose an obligation upon its members to conduct or to participate in such a strike.

SECTION 2 -- Indemnification

In the event that a Deputy Sheriff, Investigator, , Deputy Sheriff, Road Patrol Sergeant,

Deputy Sheriff Road Patrol, Communications Sergeant or Communications Officer is named as a defendant in a civil lawsuit and the suit arises out of the officer's performance of his duties, whether on or off duty, the County of Columbia shall defend the officer and shall hold him harmless from all costs of defense and when it is determined that the suit is based upon actions taken by the officer which were within the scope of his employment and authority, the County of Columbia shall indemnify the officer and shall hold him harmless from any resulting judgment emanating from a Court of competent jurisdiction and awarding damages against the officer, including compensatory, special, general, punitive or exemplary damages.

SECTION 3 -- Separability

This AGREEMENT shall be construed so as to be compatible with all federal, state and local laws and the invalidity of any provisions of this AGREEMENT by reason of any such existing law, shall not effect the validity of the surviving provisions. If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties, but controlled by reason of the facts) renders any portion of this AGREEMENT invalid then all other sections shall remain in full force and effect as if such invalid portions thereof had not been included therein. In the event that the current laws are modified so as to permit greater Association security than presently permitted by law, the Employer and the Association will negotiate concerning possible amendments to this AGREEMENT in accordance with such modified legislation.

SECTION 4 -- Notice as Provided by Law

Notices as provided by Section 204-A of the Civil Service Law, as amended:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION BY THE BOARD OF SUPERVISORS TO

4/30/02

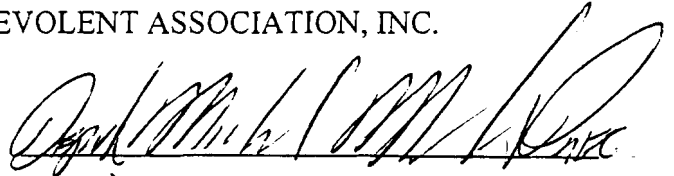
AGREEMENT is executed by the parties.

COLUMBIA COUNTY DEPUTY SHERIFF'S
BENEVOLENT ASSOCIATION, INC.

Dated:

5/6/02

By:



5/6/02

By:

Sgt. J. J. Bortles

5/6/02

By:

David [unclear]

By:

By:

By:

COUNTY OF COLUMBIA

Dated:

5/7/02

By:

Walter K. Shoak

Dated:

5/7/02

Gerald J. [unclear]

Dated:

5/13/02

Frank [unclear]

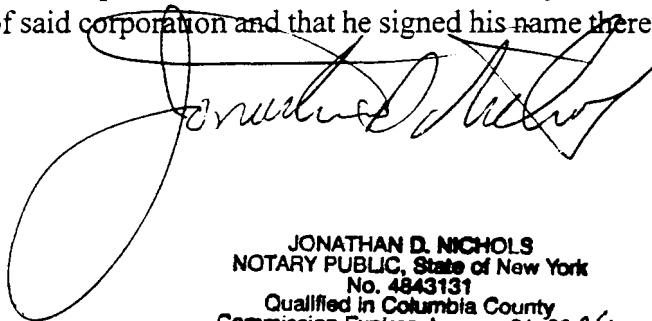
REVIEWED AS TO FORM

COLUMBIA COUNTY ATTORNEY

4/30/02

STATE OF NEW YORK :
: ss:
COUNTY OF COLUMBIA :

On this 13^R day of MAY, 2002, before me the subscriber personally appeared Gerald Simons, to me known, who being by me duly sworn deposes and says: that he resides in the Town of Ancram, that he is the Chairman, Columbia County Board of Supervisors, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Columbia County Board of Supervisors, of said corporation and that he signed his name thereto by like order.



JONATHAN D. NICHOLS
NOTARY PUBLIC, State of New York
No. 4843131
Qualified in Columbia County
Commission Expires January 31, 2006

APPENDIX "A"

BASE SALARY SCHEDULE

Revised February 1, 2002

Title		Prior to 2/1/2002: Effective 1/1/2002	Revised 2/1/2002: Effective 1/1/2002	3% Effective 1/1/2003	3% Effective 1/1/2004
Sr. Criminal Investigator: 18.5%*		44,727	47,689	49,119	50,594
Criminal Investigator: 16% *		43,783	46,683	48,083	49,526
Sergeant: 11%*		41,896	44,671	46,011	47,391
Deputy Sheriff:	Top Step	37,744	40,244	41,451	42,695
	Step 5	36,744	omitted	omitted	omitted
	Step 4	35,744	38,500	39,655	40,845
	Step 3	34,744	36,500	37,595	38,723
	Step 2	33,744	33,500	34,505	35,540
	Step 1	32,744	30,000	30,900	31,827
Communications Sergeant: 11%*		42,050	<i>5/B</i> 44,116 ^{44,270}	45,439 ^{45,598}	46,862 ^{46,966}
Communications Officer:	Top Step	37,883	<i>3/D</i> 39,744 ^{39,883}	40,936 ^{41,079}	42,164 ^{42,312}
	Step 5	36,883	omitted	omitted	omitted
	Step 4	35,883	38,000	39,140	40,314
	Step 3	34,883	36,000	37,080	38,192
	Step 2	33,883	33,000	33,990	35,010
	Step 1	32,883	30,000	30,900	31,827

* Rank Differential Calculated and Added to Top Step of Deputy Sheriff or Communications Officer.

APPENDIX B

FOR THE ROAD PATROL

- 3 Pair Pants
- 3 Long Sleeve Shirts
- 3 Short Sleeve Shirts
- 1 All Weather Jacket
- 1 Stratton Hat
- 1 Garrison Belt
- 1 Holster
- 1 D.H. Cuff Case
- 1 Cuffs
- 1 Rain Coat
- 1 Rain Boots
- 1 Gun Belt
- 1 Departmental Issue Weapon
- 1 Pair Black Shoes
- 3 Pair Black Socks
- 1 Tie
- 1 Tie Clip
- 1 Collar Brass
- 1 Name Tag
- 1 Extra Ammunition Holder

BODY ARMOR supplied to regularly assigned Road Patrol and available for substitutes. Must be worn on duty.

FOR COMMUNICATIONS OFFICERS

- 3 Pair Work Trousers
- 3 Long Sleeve Work Shirts
- 3 Short Sleeve Work Shirts
- 1 Jacket (seasonal)
- 1 Pair Black Shoes
- 3 Pair Black Socks
- 1 Garrison Belt

APPENDIX "C"

Per-50 07/30/1999

COLUMBIA COUNTY EMPLOYEE PERFORMANCE EVALUATION

EMPLOYEE IDENTIFICATION

Employee's Name:			Department:	Columbia County Sheriff's Office	
Job Title:			Job Grade:		
Date of Employment:			Date on Present Job:		
Rating Period From:			To:		
Type of Evaluation:	Annual -		Probationary -		
			2 Month -		
			4 Month -		
			6 Month -		
Recommendation:	Retain -		Terminate -		
			Extend Probation -		

SECTION I - PERFORMANCE APPRAISAL - Check the appropriate rating.

	Outstanding		Highly Effective		Effective		Needs Improvement		Unsatisfactory	
JOB KNOWLEDGE: Evaluate overall knowledge of duties & responsibilities as required for current position:	Displays thorough knowledge of own and related work.		Well informed, familiar with most work details.		Has grasp of essentials and related factors.		May require some assistance to complete normal duties.		Inadequate knowledge of job, little desire to improve.	

COMMENTS:

	Outstanding		Highly Effective		Effective		Needs Improvement		Unsatisfactory	
PRODUCTIVITY: Evaluate amount of work generated and competed successfully as compared to amount of work expected for this job position:	Able to handle high volume of work with consistent levels of accomplishment.		Output is usually above average and exceeds expectations.		Work generated within prescribed standards.		Work occasionally below standards. Improvement potential exists.		Volume of work consistently below standards.	

COMMENTS:

	Outstanding		Highly Effective		Effective		Needs Improvement		Unsatisfactory	
WORK HABITS: Consider completeness and accuracy of work overall quality:	Exceptionally well organized. Excellent judgement in work priorities.		Work habits exceed normal standards. Can be depended upon to turn in a good job.		Capable of scheduling work and using time effectively with minimal supervision.		Requires frequent help of supervisor in organizing work.		Requires constant supervision and guidance.	

COMMENTS:

: SECTION 1 - PERFORMANCE APPRAISAL (Continued)

	Outstanding		Highly Effective		Effective		Needs Improvement		Unsatisfactory	
INITIATIVE/ RESOURCEFULNESS: Originates or develops consecutive ideas beyond the scope or responsibilities. Takes necessary steps to get things done:	Self-starter. Consistently exhibits high level of independence, originality and resourcefulness.		Usually finds ways and means of dealing with problems and emergencies.		Generally resourceful and uses initiative to complete normal tasks.		Occasionally requires supervisory action to complete normal tasks.		Continual guidance and motivation is needed to get job done.	
COMMENTS:										
	Outstanding		Highly Effective		Effective		Needs Improvement		Unsatisfactory	
ORAL & WRITTEN COMMUNICATION: Ability to develop and express thoughts clearly and concisely:	Excellent command of language. Communicates expressively and explicitly.		Exceptionally good skills and uses them professionally and effectively.		Verbal and work skills meet normal standards.		Writing and verbal skills need cultivation.		Inadequate.	
COMMENTS:										
	Outstanding		Highly Effective		Effective		Needs Improvement		Unsatisfactory	
COOPERATION: Ability and willingness to work with and for others toward best interest of all concerned:	Always cooperative. Extremely helpful and courteous to public and co-workers.		Effective in dealing with public and associates. Works well with others.		Is usually effective.		Lacks tact. Needs to be reprimanded on occasion.		Has great difficulty working with or assisting others.	
COMMENTS:										
	Outstanding		Highly Effective		Effective		Needs Improvement		Unsatisfactory	
DECISION MAKING: Ability to size up a problem, obtain and evaluate the facts, reach sound conclusions and present them in a clear manner.	Accepts serious problems as a challenge. Can be depended upon when crisis arises. Able to commit to sound course of action.		Is practical and logical in problem solving. Makes routine decisions without waiting for directions.		Usually makes correct decisions.		Makes decisions without full consideration of the repercussion.		Does not make decisions without constant direction or supervision.	
COMMENTS:										
	Outstanding		Highly Effective		Effective		Needs Improvement		Unsatisfactory	

SECTION 1 - PERFORMANCE APPRAISAL (Continued)

ATTENDANCE: Factors regarding punctuality and ability to be at work. Considers observance of time	Conscientious towards job. Excellent attendance.	Consistently at work on time. Notifies supervisor of scheduled and unscheduled absences according to office procedure.	Normally at work on time.	Frequently late or absent. Shows improvement.	Continually late or absent. Shows no improvement.
COMMENTS:					

SECTION II - OVERALL PERFORMANCE RATING:

Check the rating which best summarizes the employee's Performance. A rating of "Unsatisfactory" must be supported by specific explanation and justification to be attached to this form.

	OUTSTANDING:	The employee's performance clearly is exceptional in comparison with expectations, thereby causing the employee to stand out above the others in the work unit. Performance consistently exceeds expectations for all tasks. The employee can be relied upon to perform the most difficult tasks and has made exceptional contributions to the functions within the employee's work unit or agency.
	HIGHLY EFFECTIVE:	The employee always meets and frequently exceeds the performance expectations for all tasks. The employee is performing better than expected for many of the tasks and is recognized as a particular asset to this work unit.
	EFFECTIVE:	The employee generally meets performance expectations for all tasks and performs in a good, competent manner. This is the expected and usual level of performance for most employees.
	NEEDS IMPROVEMENT:	The employee meets performance expectations at a minimally acceptable level. Some tasks may require extra direction by the supervisor or the supervisor may find it necessary to avoid assigning the more difficult tasks to this employee.
	UNSATISFACTORY	The employee clearly does not meet performance expectations for one or more tasks, not even at a minimally acceptable level. The employee requires significant extra direction, or the supervisor finds it necessary to avoid assigning normal tasks to the employee. There is a need for immediate and significant improvement in performance.

SECTION III - SUPERVISOR'S COMMENTS

Comments on other aspects of the employee's performance, such as skills, behavior, personal characteristics, which is reflected in the employee's performance. Include a plan of action for improving employee's performance. When terminating an employee, include supportive documentation.

SECTION IV - EMPLOYEE'S COMMENTS

I met with my supervisor on _____ to discuss my work performance. I have read this evaluation and discussed it with my supervisor. My signature does not necessarily signify that I agree with this evaluation. My written comments concerning this evaluation follow (optional):

Rater's Signature:		Date:	
Employee's Signature:		Date:	
Dept. Head's Signature:		Date:	

APPENDIX "D"

207-C Procedure

SECTION 1: APPLICABILITY

Section 207-c of the General Municipal Law provides that any Deputy Sheriff of the Sheriff's Department of any County

who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.

The following procedures shall regulate the application and benefit award process for §207-c.

SECTION 2: DEFINITIONS

- a. County - The County of Columbia
- b. Sheriff - Sheriff of Columbia County
- c. Claimant - Any sworn Deputy Sheriff of the County of Columbia who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties.
- d. Claims Manager - the individual designated by the County of Columbia who is charged with the responsibility of administering the procedures herein.
- e. Section 207-c benefits - the regular salary or wages and medical treatment and hospital care payable to an eligible claimant under §207-c. §207-c benefits shall not include payment of uniform allowance, continued accrual of leave time, or other contractual benefits to which active employees are entitled. Health insurance benefits under this agreement shall remain in effect.
- f. Days - All references in this procedure to "days" shall refer to Monday through Friday, excluding holidays.

SECTION 3: APPLICATION FOR BENEFITS

1. Any claimant who is injured in the performance of his duties, or is taken sick as a result of the performance of his duties, shall file a written incident report with the Sheriff and the Claims Manager within five (5) days of the injury or illness or any claims arising therefrom shall be barred. Upon sufficient reason, an application for §207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary incident report within the required five (5) days.

2. The incident report shall include the following information:

- a) the time, date and place of the incident;
- b) a detailed statement of the facts surrounding the incident;
- c) the nature and extent of the claimant's injury or illness; and
- d) the names of any possible witness to the incident.

3. An application for §207-c benefits may be filed on behalf of a claimant within ten days of either the date of the incident giving rise to the claim or the discovery of any incident produced injury or illness provided the necessary reporting requirements have been satisfied. The application may be made by either the claimant or by some other person authorized to act on behalf of the claimant. All applications for §207-c benefits shall be made in writing, using any official application form, which shall include the following information:

- a) The time, date and place where the injury or illness producing incident occurred;
- b) A detailed statement of the particulars of the incident;
- c) The nature and extent of the claimant's injury or illness;
- d) The claimant's mailing address;
- e) The names of any potential witnesses; and
- f) The name and address of all of claimant's treating physicians.

4. The Claims Manager may, in his discretion, excuse the failure to file the application within the ten day period, upon a showing of good cause.

SECTION 4: AUTHORITY AND DUTIES OF CLAIMS MANAGER

1. The Claims Manager shall have the sole and exclusive authority to determine whether a claimant is entitled to 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.

2. The Claims Manager shall have the authority to:

- a) employ experts and specialists to assist in the rendering of the determination of eligibility;
- b) require the production of any book, document or other record that pertains to the application or injury;
- c) require the claimant to submit to one or more medical examinations;
- d) require the claimant to sign forms for the release of medical information that bears upon the application;
- e) require the attendance of the claimant and all other witnesses for testimony upon reasonable notice; and
- f) do all that is necessary or advisable in the processing of said application.

On an initial determination investigation, a claimant must cooperate with the county and provide all necessary information, reports and documentation. A determination of initial eligibility shall be made based upon the investigation without holding a hearing.

The Claims Manager shall mail a written copy of his or her decision to the claimant and the Sheriff within ten (10) days of his or her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

SECTION 5: TIME OFF PENDING INITIAL DETERMINATION

1. Pending the initial determination of benefit eligibility, any time off taken by the claimant that he or she claims is the result of an injury or illness giving rise to the application shall be charged to the claimant's leave time accruals in the following order: sick leave, personal leave, vacation leave and any such other leave time accruals as may exist. If the claimant has exhausted all of his or her available leave accruals, the Claims Manager may, in his or her sole discretion, authorize the payment of claimant's benefits throughout the period which the application is being processed, if it appears probable that the claimant will be eligible for such benefits and the Claims Manager so determines.

2. If the Claims Manager determines that the claimant is eligible for §207-c benefits, all accruals charged to the claimant during the pendency of the application shall be reccredited to the claimant. If the applicant is determined to be ineligible for §207-c benefits, any benefits paid to the claimant beyond the claimant's accruals shall be refunded to the County and may be recovered in a civil action or payroll deduction.

SECTION 6: MEDICAL TREATMENT

1. After the filing of an application, the Claims Manager may require a claimant to submit to one or more medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render an initial determination of eligibility, ability to perform light duty, continuation of benefits, or to process an application for accidental disability retirement. Any §207-c recipient who refuses to submit to or cooperate with such medical examination shall be deemed to have waived his or her rights under §207-c from that day forward subject to proceeding under §11 hereof.

2. The claimant shall also have the right to obtain a medical or other health examination(s) from a physician of the claimant's own choosing, for all purposes and situations outlined in 6.1 above at his own expense. In the event of a conflict in medical conclusions or determinations between the physician(s) selected by the Claims Manager and the physician(s) selected by the claimant, the matter will be resolved pursuant to the hearing procedure set forth in Section 11 hereof.

3. Medical Reports - All physicians, specialists and consultants treating a claimant or recipient of §207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The claimant or recipient shall execute all necessary releases and shall be responsible for the filing of said reports.

4. Payment of Medical and Related Services - A claimant approved to receive §207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

5. No claim for surgical operations or physiotherapeutic costing more than \$150.00 shall be paid unless such procedures were required in an emergency or authorized in advance by the Claims Manager.

6. Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items supplied were required as a consequence of the injury or illness upon which claim for §207-c benefits is based.

SECTION 7: LIGHT DUTY ASSIGNMENTS

1. Any claimant receiving §207-c benefits may be examined by a physician chosen by the claims manager to determine the employee's ability to perform certain specified light duty. Any employee deemed able to perform specified light duty by the claims manager may be directed by the Sheriff, in his or her sole discretion, to perform such light duty.

2. Any claimant who disagrees with the order to report for light duty, either as to the order to report or as to the nature of the light duty, may file a request for a hearing under §11 within 48 hours after receipt of the order with the Claims Manager. Pending a determination with respect to the order, the claimant may use available vacation, or personal leave accruals.

3. Payment of full §207-c benefits shall be discontinued with respect to any individual who fails or refuses to perform light duty if the same is available and offered to the individual. If the individual is ultimately found to be incapable of performing light duty following a hearing, or if the light duty assigned is determined after hearing to have been inappropriate, the full amount of his or her regular salary or wages and/or accruals shall be reimbursed retroactive to the date of discontinuance.

SECTION 8: CHANGES IN CONDITION OF RECIPIENT

1. Every §207-c recipient shall be required to notify the Claims Manager of any change in his or her condition which may enable the recipient to return to normal duties or to be classified as eligible for light duty. This notice shall be made in writing within 48 hours of any such change.

SECTION 9: RIGHT OF PERPETUAL REVIEW AND EXAMINATION

1. The Claims Manager shall have the right to review the eligibility of every §207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

- a) requiring recipients to undergo medical diagnosis by physician or physicians chosen by the Claims Manager;
- b) requiring recipients to testify as to their current conditions; and
- c) requiring recipients or any other involved parties to provide any documentation, books or records that bear on the recipient's case.

2. The Claims Manager shall have the sole and exclusive authority to determine whether a claimant is entitled to continuation of §207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits and the recipients' current condition.

SECTION 10: TERMINATION OF BENEFITS

1. If for any lawful reason, including but not limited to all those reasons specified in these procedures, the Claims Manager determines that a recipient is no longer or was never eligible for benefits, the Claim Manager shall terminate such benefits as of the date of the determination of ineligibility. Notice of such termination and the reasons therefore shall be served by mail upon the claimant and the sheriff. The claimant, within ten (10) days after receipt of the notice of termination, may request a hearing to review the decision to terminate §207-c benefits. Pending a determination under this Section, the claimant may use available vacation or personal leave accruals. Any 207-c benefits paid to a claimant who is later determined to have been ineligible for all or part of such benefits shall be required to refund to the County that amount of monies received to which he or she was unentitled. If such refund is not made immediately, it may be recovered by the County in a civil action, or by payroll deduction.

SECTION 11: HEARING PROCEDURES

1. Hearings requested under the provisions of these procedures shall be conducted as follows:

The parties shall select a neutral arbitrator from the following panel: Thomas Rinaldo, Jeffrey Selchick, Judith LaManna, and Peter Prosper. The panel will be called in the order listed, and the first available panel member will be designated to hear the matter. When an arbitrator is next needed, the list will be canvassed from the last designated arbitrator forward and the next available arbitrator designated. The claimant may be represented by a designated representative and may subpoena witnesses. The claimant shall pay for the expenses and fees of his or her representative, medical experts, and any other witnesses subpoenaed by the claimant. The arbitrator shall cause a transcript to be made, the cost of which will be shared equally by the parties. After such hearing, the arbitrator shall render a final and binding determination reviewable only pursuant to Article 75 of the CPLR.

SECTION 12: COORDINATION WITH WORKER'S COMPENSATION BENEFITS

1. Upon payment of §207-c benefits, any wage or salary benefits awarded by the Worker's Compensation Board shall be payable to the County for periods during which a claimant received §207-c benefits. If the claimant shall have received any worker's compensation benefits hereunder which were required to be paid to the County, the claimant shall repay such benefit received to the County or such amounts due may be offset from any §207-c benefits thereafter. Upon termination of §207-c benefits, any continuing worker's compensation benefits shall be payable to the applicant.

SECTION 13: DISABILITY RETIREMENT.

Pursuant to the General Municipal Law, payment of the 207-c benefits shall be discontinued with respect to any claimant who is granted an accidental disability retirement or retirement incurred in the performance of duty or similar accidental disability pension.

SECTION 14: PURPOSE.

This procedure is intended to be a supplement to the express language of §207-c of the General Municipal Law and is not intended to reduce any benefits granted by that statute.

SECTION 15: MISCELLANEOUS

A claimant who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during nonwork hours.